

THE STATE SENTINEL
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REPORT

Of the Investigating Committee, appointed by the Senate, to investigate the transactions of the different agents of the State.

The select committee of the Senate, appointed to investigate the conduct of the present and late fund commissioners, the agent of the State Bank in negotiations for loans of money, for the purchase of public lands, and the present and late members of the board of Internal Improvement, have discharged the duties imposed on them by said resolution, and respectfully report: That your committee, in entering upon the discharge of these duties, were impressed with the belief that the Senate designed that their examination into the transactions of the board of Internal Improvement, should be of the most thorough and searching character, and that every rumor touching the malconduct and negligence of said officers, and the causes of the losses sustained by the State in consequence of the negligence, fraud, or ill-conduct of all, or any of those to whom such high trusts were committed by law, should be fully ascertained, to the end that each one of said officers, should bear a just share of public opinion, or be relieved from the indiscriminate condemnation which an ignorance of the true state of facts by the public, might attach with equal severity to the innocent and guilty, the most exemplary and the most abandoned of the public functionaries. The investigation was alike due to the public, and the officers equally implicated by public opinion, in the official malfeasance of others.

Your committee accordingly have given the widest range to their enquiries, allowable by the most liberal construction of the resolution under which they acted, and have pursued their enquiries into all the alleged abuses which have in any way come to their knowledge, with as diligent and close scrutiny as was possible in the time allowed. The testimony, which they have gathered from an examination of the officers themselves, and of those witnesses, whose attendance they were enabled to procure, is herewith submitted in continuous record. This testimony your committee believe, discloses the whole of the transactions of the public functionaries named in the resolution, as fully and as far as can ever be done. This body of testimony contains, at once the incriminating charges of the accusing witnesses, the exculpatory denials and explanations of the accused, and the testimony sustaining, excusing, or refuting these charges. Except by regular legal issues, submitted to the sifting process of judicial investigation, your committee can conceive of no mode of examination, better calculated to elicit the truth. Every officer and witness was sworn to testify the truth, the whole truth, and nothing but the truth touching the matters under investigation, and the questions propounded were designed to cover the whole ground. Your committee acting upon the belief that facts disclosed by their examination, are all that can come known about the errors under investigation, came now to the most difficult, and delicate part of their duties. The judgment which they pronounce on these facts has not been a little embarrassed by the difficulty of distinguishing between those evils which are properly attributable to the legislation under which those officers have acted, and the consequences of their negligence or malconduct.

Your committee, in making this report, it will be seen, that they have not been unmindful of their duty, in making this just discrimination. They have been careful, as far as their powers of discrimination extended to attribute to the law the bad consequences which had their origin in legal enactments. But while a regard to justice has induced your committee to keep in view, during their whole examination, this distinction, they have not failed to note those acts of officers whose conduct has been under investigation, as are manifestly not sanctioned by law.

MR. ALEXANDER F. MORRISON.

This gentleman was a member of the board of Internal Improvement, and acting Commissioner of the northern division of the central canal, during the time between the 1st of September 1839, and the 1st of March 1840; being a little less than six months.

In order that a just conclusion may be arrived at, with regard to his conduct, it is proper to state the arrangement made by the board of Internal Improvement for a division of the canal, and the manner in which the board was appointed acting Commissioner on the work near which he resided, with very ample and ill-defined powers. He made lettings, disbursed funds, and exercised a general supervisory control over the work committed to his charge. Indeed he was invested by the board with its entire powers, so far as the work committed to him was concerned, subject only to the restrictions imposed by the orders and resolutions of the board at their stated meetings. These orders and resolutions usually prescribed the amount of the contracts, which he was allowed to make within a given period of time, and a restriction was laid upon him as to territorial limits. It is obvious that the general power of conducting the system was conferred on him by the board, and whenever, in the discharge of their duties, a portion of their authority was delegated to a single member it must be exercised in conformity with the terms, and under the restrictions, dictated by the board. To permit a departure from this rule, would be attended with consequences the most serious. It would create a single member of the board, and would enable the State to contractors, for large amounts of money than the means of paying, at the command of the State, would discharge. It would enable any member of the board to counteract the plan of operations adopted by the whole. Its tendency would be to embarrass and prevent any concentration of the public means upon a given work, even although the Legislature, or the board of Internal Improvement, should afterwards reverse it. And lastly the act itself cannot be viewed otherwise than, as an assumption of authority not delegated, and a violation of law. Your committee conceive that the over-lettings which they shall hereafter notice, greatly aggravated the evils of the system of Internal Improvement. These over-lettings increased the amount of indebtedness of the State, and the contractors, at the time when the means of payment failed, in the year 1840, which was the same year Mr. Morrison's term of service expired. It increased the amount of the treasury note emission, which is likely to remain as a permanent mortgage of the taxing power of the State, for years to come, rendering the whole process of collecting and disbursing the revenue, nothing more than the disbursing of a large amount of money to reimburse the State, and State scrip, which we burn when received. Violations of law and breaches of public duty, attended with consequences like these, your committee cannot look at as trivial. The next question is, did Mr. Morrison overlet, and to what amount? We quote his words on this head. Mr. Morrison says, "Large lettings were advertised to take place by the board, and were to be received by the State, and I proceeded to make said lettings, together with such other sections of the line as required to be commenced, in order that the work on the district let, might be finished simultaneously. Several sections of the line below the feeder dam at Broad Ripple were finished under my superintendence in order to let the water to Indianapolis that fall, and

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is Eternal Vigilance.

G. A. & J. P. CHAPMAN, EDITORS.

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three sections required funds to pay for their completion.

The other lettings at Andersonstown and Noblesville, were made so as to give contractors two years time to complete their jobs; and but small payments were made upon them during my official existence. If all the work let and prosecuted under my direction, had been finished, I should have let beyond the appropriations by the board some ninety-one or ninety-two thousand dollars; and as an excuse for so doing, (if an excuse were wanting by me,) I could urge that the work required such lettings, in which opinion I was sustained by the board, and when I reported the same to the board, I have no recollection of any member thereof having expressed a different opinion. The board never appropriated one cent for any of my work after I came into office, and much work must have been done on the northern division of the central canal, had I not, under the concurrent opinion of all classes of the community, and eminent public functionaries, proceeded with the work. Indeed it was considered that the State would complete this northern portion of the canal as soon as the work could be executed at any price, and on examination of the prices at which I made the lettings, it will be seen that they averaged less than the estimates made by the engineers; and so low were they that no contractor was able to make more than a bare living from his job. I seek to evade no responsibility on a charge of overletting, for the reason that the amount previously appropriated by the board were merely conjectural amounts, and if found too small, were invariably extended, and all expenditures covered by additional appropriations." Mr. Morrison then proceeds to draw an argument in favor of the wisdom of his lettings, from the fact that Gov. Noble subsequently prosecuted them vigorously, up to the time when the State suspended payment of the public works. After recapitulating these reasons for his conduct, by way of a general summary of the grounds of his defence, Mr. Morrison proceeds to state that these over-lettings, as they were called, were referred to the Legislature of 1839 and 40; that the Legislature made no objections to them, but on the contrary empowered Messrs. Noble and Williams still to prosecute them, &c.

This is Mr. Morrison's avowed defence. He acknowledges having exceeded the appropriations of the board, some 91 or 92,000 dollars. His arguments in his defence are various, and in the judgment of the committee untenable in whole or in part. Your committee conceive, that the discretionary power of determining the mode of letting, was not transcending these limits. His doing so was a breach of the trust confided to him, and a violation of law. Your committee cannot countenance the doctrine that a single member of the board had a right to arrogate to himself, the powers given by law to the whole body. The committee do not conceive that Mr. Morrison's defence in any degree excuses him, or that he is entitled to the credit of his not transcending these limits. His doing so was a breach of the trust confided to him, and a violation of law. Your committee cannot countenance the doctrine that a single member of the board had a right to arrogate to himself, the powers given by law to the whole body. The committee do not conceive that Mr. Morrison's defence in any degree excuses him, or that he is entitled to the credit of his not transcending these limits. His doing so was a breach of the trust confided to him, and a violation of law. Your committee cannot countenance the doctrine that a single member of the board had a right to arrogate to himself, the powers given by law to the whole body.

It is not alleged by Mr. Morrison, that the lettings advertised by his predecessor would have exceeded the appropriation, although it is mentioned that large lettings were advertised. Mr. Morrison states that he proceeded to make the lettings advertised, and others which had not been advertised by his predecessor. If his predecessor's inceptive acts would have led to a violation of the orders of the board, of which we have no evidence, it was his duty not to have followed them out. The expediency of these over-lettings may also be well questioned. It is well known that the means of the State, for the prosecution of these works, were limited by the amount of money annually obtained by the sale of her bonds. It was the business of the board to take into consideration the probable amount of means to be thus realized within a given period, and to so regulate the expenditures on the several lines, that the lettings should not exceed the ability of the State to pay. Mr. Morrison was stated by the board, and without due regard to the ability of the State to pay, as indicated in the order of the board, proceeds to make unauthorized lettings, to the amount of 91 or 92,000 dollars. If all the members of the board had acted in the same manner, the excess of lettings, over and above the probable means of the State, in that short period of six months, would have amounted to \$285,000 or \$1,750,000 in one year. As to the plea set up by Mr. Morrison, that the amounts appropriated by the board were conjectural, it may well be answered, that conjectural or positive, they were designed to fix a limit to his operations.

If the excess had been small, this plea might have availed him, but the amount overlet was so large, that he was in reality, liable to the State for the excess. Under the plea of Mr. Morrison, the State is to be made a party to the over-lettings, and the act itself cannot be viewed otherwise than, as an assumption of authority not delegated, and a violation of law. Your committee conceive that the over-lettings which they shall hereafter notice, greatly aggravated the evils of the system of Internal Improvement. These over-lettings increased the amount of indebtedness of the State, and the contractors, at the time when the means of payment failed, in the year 1840, which was the same year Mr. Morrison's term of service expired. It increased the amount of the treasury note emission, which is likely to remain as a permanent mortgage of the taxing power of the State, for years to come, rendering the whole process of collecting and disbursing the revenue, nothing more than the disbursing of a large amount of money to reimburse the State, and State scrip, which we burn when received. Violations of law and breaches of public duty, attended with consequences like these, your committee cannot look at as trivial. The next question is, did Mr. Morrison overlet, and to what amount? We quote his words on this head. Mr. Morrison says, "Large lettings were advertised to take place by the board, and were to be received by the State, and I proceeded to make said lettings, together with such other sections of the line as required to be commenced, in order that the work on the district let, might be finished simultaneously. Several sections of the line below the feeder dam at Broad Ripple were finished under my superintendence in order to let the water to Indianapolis that fall, and

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A second order appropriates the additional sum of \$200,000, to his work.
Mr. Long makes the following statement, in vindication of himself, that the board had authorized him to put under contract the line from Lawrenceburg to the first feeder dam above Brookville, and that a second order of the board authorized him to put under contract an additional portion of the line not exceeding \$300,000, and that he did not exceed these limits.

It will be observed that Mr. Lewis, Mr. Blake, Mr. Morrison and Mr. Maxwell, are of a different opinion from Gen. Long in this matter. By reference to the official orders on the books of the board, your committee think a ready solution of the discrepancy will be had. The original order of the board limits Gen. Long to 35 miles in extent of line including the first feeder dam above Brookville. This distance would have reached to the then contemplated dam. The dam was afterwards located some 14 miles further up the line, and Gen. Long so construed the order so as to extend his lettings up to the new point, without any reference to the limitation of the original order. It is possible that the subsequent order authorized him to let above that point to the amount of \$300,000. Instead of letting to the extent of \$300,000, over and above the line at first ordered to be put under contract, Gen. 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